

## REMARKS

The Examiner is thanked for the performance of a thorough search.

Prior to entry of this response, Claims 1-56 were pending in the application. By this response, no claims are added or canceled. Hence, Claims 1-56 are pending in the application upon entry of this response.

Claims 1, 12, 23, and 40 are amended herein.

## SUMMARY OF THE REJECTIONS/OBJECTIONS

Claims 1-56 were rejected under 35 U.S.C. §102(e) as allegedly anticipated by Ewald et al. (“*Ewald*”; U.S. Patent Application Publ. No. 2003/0014384).

## THE REJECTIONS BASED ON THE PRIOR ART

Claims 1-56 were rejected under 35 U.S.C. §102(e) as allegedly anticipated by Ewald et al. *Ewald*. This rejection is traversed, based on the following.

First, the Office Action seems to assert that Claim 1 includes a limitation “setting up an agreement joining document type and partner.” Respectfully, no such limitation is or was present in Claim 1. To clarify, the first limitation in Claim 1 did recite “setting up an agreement associated with each document type for each partner that joins the exchange network”.

**Claim 1** is amended herein to recite, with emphasis added: “storing an agreement associated with each document type for each partner that joins the exchange network, **wherein each agreement defines one or more rules about the format in which the respective partner sends and receives documents of the document type.**” *Ewald* does not teach or suggest any such agreements in which partner-specific document type formats are specified. Specifically, the Office Action refers to item 36 of FIG. 2 of *Ewald* for an alleged teaching of

the first limitation of Claim 1. However, **item 36 is described as a communication link**, not an agreement that defines a partner-specific document type format.

Furthermore, communication link 36 is described as for receiving **semi-structured document in XML form**, which is merged with access control information into another semi-structured XML document (para. [0038]-[0039], and document 74 of capsule 70 of FIG. 4). Thus, the only type of input document that *Ewald* describes is an XML document, and the capsule format in which the input XML document is stored and queried is in the XML format. Hence, it appears that the only way that *Ewald's* document exchange system is truly format-independent is that **all of the system's document types (i.e., document types for input, storage, and output) are in the XML format**, which is format independent in the sense of being structurally flexible. By contrast, the exchange network recited in the embodiment of Claim 1 provides for any various types of input and output documents due at least in part to use of the type-specific agreements that define the partner-specific document type formats for use in the exchange system. Stated otherwise, the document exchange system recited in **Claim 1 is adaptable to and useful with any type and formats of input and output documents via the agreements**, whereas the document exchange system of *Ewald* is limited to use with **XML documents only and, therefore, is not adaptable to other document types**. For these reasons alone, Claim 1 is patentable over the *Ewald* reference. However, there are more distinctions between the teachings of *Ewald* and the subject matter recited in Claim 1, as follows.

Claim 1 recites placing a document in a file receive location that is password protected such that **only a partner that provides a correct identity with any document it sends may place that document at the file receive location**. The Office Action relies on another communication link 38, over which access control information is received, for an alleged

teaching of this limitation of Claim 1. However, a careful reading of para. [0039] of *Ewald*, as well as the configuration depicted in FIG. 2, shows that **the access control information is about controlling who has access to view documents received at the exchange**. For example, the access control information is about whether second party 52 is provided access permissions from the first party 34 to any of the first party's documents received at write dispatcher 32. Hence, by contrast, Claim 1 recites subject matter about controlling **who can place documents** into the document exchange system, whereas *Ewald* discusses controlling **who can view other parties' documents** that have already been uploaded to the document exchange.

Claim 1 also recites **validating the document against its respective agreement**, which defines rules regarding the data format in which the respective partner sends and receives documents of the particular document type. The Office Action relies on yet another communication link 56, over which identification information is received, for an alleged teaching of this limitation of Claim 1. However, identifying a second party for **deciding whether to give the second party access to another party's document**, as in *Ewald*, is not the same as **validating a document against a corresponding agreement having rules regarding the document's data format**, for example, as with Claim 1.

Claim 1 recites **transforming the document into a standard document format that is different than the data format in which the document was received from a first partner**, processing the transformed document, and **transforming the processed document from the standard format to another format associated with a second partner** based on the corresponding agreement of the second partner for that document type. First, the Office Action relies on a stated object of the *Ewald* reference, rather than a teaching of this reference. An “object of the invention” does not itself anticipate anything, for such an objective may not be

achieved by the enclosed disclosure and, therefore, may be unsupported in the enclosed teachings.

The Office Action asserts that it is inherent that one would need to perform mappings among different formats in order to be “format independent.” Such assertion is overreaching and does not substantiate a valid *prima facie* case of anticipation. As mentioned, the only way that *Ewald’s* document exchange system is truly format-independent is that **all of the system’s document types (i.e., document types for input, storage, and output) are in the XML format** which, albeit, is a structurally flexible data type. *Ewald* does not teach, or even imply, that it transforms documents from a first native format of a first partner to a second standard format of the exchange system and then to a third native format of a second partner. At most, *Ewald* generates the capsule by merging multiple pieces of information in XML format into an XML format established for the capsules. When *Ewald* discusses “content neutrality” and processing and searching for documents of different formats, it refers to documents having different purposes (e.g., “battery specifications, requests for shipping quotes, or insurance coverage documents” of para. [0042]) rather than documents of different native types and data formats, e.g., different word processing document types (e.g., Word™ versus WordPerfect®) and internal data structures. At least in part because of the agreements and the transformations, any document type and data structure format is supported in the document exchange network of Claim 1, not just XML document types.

One more deficiency in the teachings of *Ewald* that results from the absence of agreements such as those recited in Claim 1 is that *Ewald* does not teach or fairly disclose transforming and sending the processed document from the standard format to another format associated with a second partner. Stated otherwise, ***Ewald* does not disclose a second transformation to form a document into a specific format expected by a receiving party**

**based on a respective agreement.** By contrast, once the capsules of *Ewald* are generated and stored in the capsule database 42, they are not transformed into a receiver-specific format for sending, but are **returned in the capsule format.**

Based on all of the foregoing reasons, it is shown that *Ewald* does not anticipate Claim 1 because *Ewald* does not teach each and every limitation of Claim 1. In fact, *Ewald* is deficient in its teachings with respect to several of the limitations recited in Claim 1. **Claim 12** recites similar limitations as Claim 1 and, therefore, is patentable over *Ewald* for at least the same reasons as Claim 1.

**Claims 2-11** depend from Claim 1 and **Claims 13-22** depend from Claim 12. Hence, each of these dependent claims is patentable over the cited reference of record for at least the same reasons as the claim from which it depends. Furthermore, each of these dependent claims includes at least one other limitation that makes it further patentable over the reference of record. However, due to the fundamental differences between Claim 1 and *Ewald* discussed above, discussion of these additional differences is unnecessary and is foregone at this time beyond the extent that may be presented hereafter. However, the rejection of the dependent claims is collectively traversed, and no statements of official notice, overarching allegations of anticipation, or allegations of well-known features that may be present in the Office Action are stipulated to or admitted as prior art features, and the right to separately argue such features in the future is not disclaimed.

Claims 23-56 were rejected based on the same rationale provided for Claims 1-22. For this reason, no further comments are provided specifically for these claims. Attention is directed to the remarks presented above in reference to Claim 1, to the extent these remarks are equally applicable to independent **Claims 23 and 40**. **Claims 24-39** depend from Claim 23 and **Claims 41-56** depend from Claim 40. Hence, each of these dependent claims is patentable over

the cited reference of record for at least the same reasons as the claim from which it depends. Furthermore, each of these dependent claims includes at least one other limitation that makes it further patentable over the reference of record. However, due to the fundamental differences between Claim 1 and *Ewald* discussed above, discussion of these additional differences is unnecessary and is foregone at this time beyond the extent that may be presented hereafter. However, the rejection of the dependent claims is collectively traversed, and no statements of official notice, overarching allegations of anticipation, or allegations of well-known features that may be present in the Office Action are stipulated to or admitted as prior art features, and the right to separately argue such features in the future is not disclaimed. Withdrawal of the rejection of Claims 1-56 under 35 U.S.C. §102(e) is respectfully requested.

## CONCLUSION

For the reasons set forth above, it is respectfully submitted that all of the pending claims are now in condition for allowance. Therefore, the issuance of a formal Notice of Allowance is believed next in order, and that action is most earnestly solicited.

The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

Please charge any shortages or credit any overages to Deposit Account No. 50-1302.

Respectfully submitted,  
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